

COPY

## POWER OF ATTORNEY

Effective as of September 10, 2004, Barnes-Jewish Hospital, a Missouri nonprofit corporation ("BJH"), does hereby make, constitute and appoint Kereos, Inc., a Delaware corporation ("Kereos"), as the sole and exclusive true and lawful attorney-in-fact ("Agent") of BJH to exercise the powers set out in this Power of Attorney.

### ARTICLE I PATENT ADMINISTRATION AND RESEARCH ADMINISTRATION

Agent is authorized to act in the name, place and stead and on behalf of BJH with respect to all Patent Administration and Research Administration.

(1) **"Technology."** For purposes of this Power of Attorney, "Technology" shall mean all technology and intellectual property rights licensed to Kereos by BJH pursuant to that License Agreement dated July 31, 2001 as amended ("License Agreement") including without limitation all technology and intellectual property created, invented, developed and established after the date hereof subject to the License Agreement. A listing of such technology and intellectual property as of the date of this Power of Attorney is attached hereto as Attachment 1. Kereos is authorized hereunder to update Attachment 1 from time-to-time.

(2) **"Patents."** For purposes of this Power of Attorney, "Patents" shall collectively mean United States patent applications and issued patents within the Technology, including divisions, continuations, continuations-in-part, patents issuing thereon and all reissues, re-examinations or extensions thereof, and patents and patent applications in other countries and patent offices corresponding thereto, if any.

(3) **"Patent Administration."** For purposes of this Power of Attorney, "Patent Administration" shall mean all matters relating to the administration of the Patents, including but not limited to the following: (i) preparing, prosecuting and maintaining Patents; (ii) selection and retention of counsel for Patent matters in the United States and other jurisdictions; (iii) selection of jurisdictions in which Patents shall be filed, prosecuted and maintained; (iv) abandonment of Patent applications and cessation of the maintenance of Patents in any jurisdiction; (v) all matters pertaining to Patent amendments, divisions, continuations, continuations-in-part, re-issues, re-examinations, and foreign Patents; (vi) matters pertaining to inventorship relating to the Patents; (vii) all matters pertaining to the billing and charges for Patent Administration services including filing fees and charges, patent annuities, government fees, maintenance fees, and Patent counsel fees and charges, and resolution of all disputes in connection therewith; (viii) matters related to extension and/or prolongation of patent terms; (ix) pre-publication patent review of proposed publications, scientific presentations and other public academic and scientific disclosures; and (x) matters relating to interference proceedings.

(4) **"Research Administration."** For purposes of this Power of Attorney, "Research Administration" shall mean any agreements and relationships with third parties relating to the Technology including material transfer agreements, research agreements, disclosures, and all other agreements relating to the Technology. Kereos shall have the sole authority to grant access

to, provide samples of, or grant a research license to use the Technology to any third party, including any research institution or commercial entity.

## **ARTICLE II INCIDENTAL POWERS**

In connection with the exercise of the powers herein described, Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, and papers necessary, appropriate, incident or convenient of such exercise or exercises, including without limitation the following:

- (1) To initiate any proceeding and to sue to seek: (a) a mandatory injunction requiring compliance with Agent's instructions by any person, organization, corporation or other entity obligated to comply with instructions relating to the authority granted to Agent under this Power of Attorney; and (b) actual and punitive damages against any person, organization, corporation or other entity obligated to comply with such instructions of Agent who negligently or willfully fails or refuses to follow such instructions.
- (2) To employ, compensate and discharge such attorneys, and other professional and other personnel as Agent deems appropriate relating to the authority granted to Agent under this Power of Attorney.
- (3) To execute, endorse, seal, acknowledge, deliver and file or record agreements, instruments, waivers, elections, consents, satisfactions and certificates relating to the authority granted to Agent under this Power of Attorney.
- (4) To perform incidental acts in furtherance of the powers set out herein.

## **ARTICLE III TERM**

This Power of Attorney shall continue in full force and effect until earlier of the termination or expiration of the License Agreement or the termination of this Power of Attorney as set forth in this Article III. If Kereos is in breach of a material provision of the License Agreement and such breach continues for a period of 30 days, then BJH may upon notice to Kereos, revoke this Power of Attorney. BJH agrees that the power and authority granted by this Power of Attorney is granted in consideration of Kereos proceeding with the development of the Technology and is coupled with an interest and irrevocable except as set forth in this Article III.

## **ARTICLE IV THIRD PARTY RELIANCE**

For the purpose of inducing all persons, organizations, corporations and entities including but not limited to any governmental agency to act in accordance with the instructions of Agent given in this Power of Attorney, BJH hereby represents, warrants and agrees that:

(1) If this Power of Attorney is validly revoked or amended for any reason, BJH, its successors and assigns will hold any person, organization, corporation or entity (hereinafter referred to in the aggregate as "Person") harmless from any loss suffered or liability incurred by such Person in acting in accordance with the instructions of Agent acting under this Power of Attorney prior to the receipt of such Person of actual notice of any such revocation or amendment.

(2) The powers conferred on Agent by this Power of Attorney may be exercised by Agent alone and Agent's signature or act under the authority granted in this Power of Attorney may be accepted by any Person as fully authorized by BJH and with the same force and effect as if BJH were acting on its own behalf. Consequently, all acts lawfully done by Agent hereunder are done with BJH consent and shall have the same validity and effect as if BJH personally exercised the powers itself, and shall inure to the benefit of and bind it and its successors and assigns.

(3) No Person who acts in reliance upon any representations Agent may make as to (a) the fact that Agent's powers are then in effect, (b) the scope of Agent's authority granted under this Power of Attorney, (c) the fact that this Power of Attorney is in full force and effect, (d) the fact that Agent continues to serve as the Agent of BJH or (e) the fact that License Agreement remains in full force and effect, shall incur any liability to BJH or its successor or assigns for permitting Agent to exercise any such authority, nor shall any Person who deals with Agent be responsible to determine or insure the proper application of funds or property. Any person shall be fully protected in relying on a certification as to any facts or other matters signed by the Secretary of Kereos.

(4) All Persons from whom Agent may request information regarding BJH and the matters set out herein are hereby authorized to provide such information to Agent without limitation and are released from any legal liability whatsoever to BJH or its successors or assigns for complying with Agent's requests.

## **ARTICLE V** **ADMINISTRATIVE PROVISIONS**

(1) BJH acknowledges that Agent shall have sole and absolute discretion to determine if, when and how to exercise the powers granted herein to Agent. Kereos, Agent and their respective successors and assigns are hereby released and forever discharged from any and all liability upon any claim or demand of any nature whatsoever by BJH or its successors and assigns arising out of the acts or omissions of Agent, except for willful misconduct or gross negligence.

(2) Kereos shall have the power from time to time to designate in writing one or more entities or individuals to perform any powers or execute any documents pursuant to this Power of Attorney and to revoke the authority of such entity or individual or to change the entity or individual so designated. Any Person shall be entitled to rely upon a certification of the Secretary of Kereos as to any entity's or individual's authority to act for Agent under this Power of Attorney.

(3) If any part of any provision of this Power of Attorney shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Power of Attorney.

(4) This Power of Attorney shall be governed by the laws of the state of Missouri in all respects, including its validity, construction, interpretation and termination, and to the extent permitted by law shall be applicable to all Patents under the laws of the United States or any other.

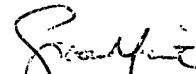
(5) Agent shall not be entitled to compensation or reimbursement of expenses incurred by it in its capacity as Agent.

(6) A copy of this document shall be as valid as the original. Any Person shall be entitled to rely upon a copy of this instrument certified in writing by the Agent to be complete and accurate.

(7) Kereos may assign its rights hereunder to an assignee of the License Agreement.

IN WITNESS WHEREOF, Barnes-Jewish Hospital through its authorized officer has duly executed this Power of Attorney effective as of the date first set out above.

BARNES-JEWISH HOSPITAL

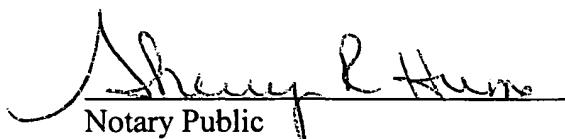
By: 

Steven B. Miller, M.D.

Vice President and Chief Medical Officer

STATE OF MISSOURI      )  
                              ) SS.  
CITY OF ST. LOUIS      )

On the 13<sup>th</sup> day of September, 2004, before me personally came Steven B. Miller, M.D., to me known, who, being by me duly sworn, did depose and say that he is the Vice President and Chief Medical Officer of Barnes-Jewish Hospital and that on behalf of Barnes-Jewish Hospital he executed the Power of Attorney set out above pursuant to authority granted to him by the Board of Directors of said Barnes-Jewish Hospital.

  
Notary Public

SHERRY R. HURN,  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. DEC 7, 2004